

Mayfield School Lettings Policy

The Governing Body is keen to see that the premises are used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a lifelong process which should be open and accessible to all. This document outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school.

Our lettings policy operates within the framework of Portsmouth City Council's Equal Opportunities Policy.

Having regard to our duty under the Race Relations Act 1976, the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good community relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

The requirements of Mayfield pupils and school events will always take precedence over lettings to other groups.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

1. CONDITIONS OF BOOKING

- The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.
- Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
- The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
- The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down

stringent regulations, the hirer must study the regulations of the Local Authority on the issue of licenses for such purposes. A copy of the regulations and requirements can be obtained on application to the Local Authority or the Governing Body.

- 1 The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage Portsmouth City Council or the Governing Body may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
- 2 The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
- 3 The Hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
- 4 The Hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the letting. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
- 5 No intoxicating liquor shall be brought or consumed on school premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor.
- 6 (a) No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on the payment to the Society of the appropriate fee, this fee to be paid in the first instance to the Director of Children's Services. Please contact the Local Management Officer, Civic Offices, Portsmouth.

(b) No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The Hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work must be shown to the Governing Body of the school at the time of booking.

(c) The Hirer shall indemnify and keep indemnified the Council, Local Authority or the Governing Body from and against all costs, claims and demands which may be made against the Council, Local Authority or the Governing Body for any breach or infringement of copyright.

- 7 The Council, Local Authority or the governing Body may cancel any permission granted to use the premises:
- (a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Council, Local Authority or Governing Body or otherwise or by anybody or persona having a statutory right of user.
 - (b) If any damage has been caused to the premises or to any property of the Council thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
 - (c) If breaches of the requirements of the Council or of Portsmouth City Councils licensing conditions or of the Justices in connection with public dancing, music or other public entertainments occur.
 - (d) If, for any reason, the Council, Local Authority or the Governing Body deem it necessary or expedient to cancel the license or permit.
 - (e) If, for any reason, the school is closed, no compensation shall be payable by the Council, Local Authority or the Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Council, Local Authority or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.
- 8 No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
- 9 The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Council, Local Authority, Governing Body or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.
- 10 No alterations or additions to the electrical installations at the school may be made without previous consent in writing to the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the School and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.
- 11 No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the school and shall be returned to their original state immediately after usage, at the expense of the hirer.
- 12 Furniture, including chairs, must not be removed from the school premises nor for the use either on the playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.
- 13 No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher.

- 14 The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the Hirer's responsibility during the letting.
- 15 If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the Hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
- 16 It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.
- 17 The Governing Body reserves the right to waive the charges for not-for-profit organisations. Any such waivers need to be agreed by the Governors Personnel and Finance Committee at the half-termly meeting and these will be reviewed on an annual basis.

2. CONDITIONS OF USAGE

- 1 Any movement of furniture required must be undertaken by the hirer under the direction of the Caretaking staff of the school. No furniture or apparatus is to be used without prior permission.
- 2 The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
- 3 No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a magistrate's license, and this must be shown in advance to the Governing Body. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.
- 4 The Hirer is responsible for the Protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premises for a function.
- 5 The Hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
- 6 No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
- 7 The School's No Smoking Policy must be adhered to at all times.
- 8 The Hirer must report to a member of the site team at the beginning of any let.

- 9 The Hirer is required to maintain a policy of Public Liability Insurance to a minimum of £5 million in respect of each and every claim, and shall be required to provide proof of this policy. Please see Guidance on Public Indemnity (Appendix B) for further details.
- 10 The Hirer will adhere to all aspects of the lettings policy at all times through the procedure of applying for and accepting a let on our premises.
- 11 All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
- 12 The Hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all aspects of our school Lettings Policy.
- 13 The Hirer will adhere to all Health and Safety requirements as required by the school.
- 14 No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
- 15 All electrical equipment coming onto the School site should hold current PAT certificates, where relevant.

The school will be reasonably satisfied that the hirer is able to manage the let in accordance with the adequate care, Health and Safety Procedures before agreeing to accept the booking, e.g. checking adult:child/young person supervision ratio.

If the school does not feel that satisfactory management procedures will be in place during the let we should not accept the booking registration.

FREQUENCY OF PAYMENT

The organisation will be invoiced on a monthly or half termly basis and all invoices should be settled within 30 days

3. BOOKING PROCEDURES

1. Applicants should complete a booking form and Safeguarding form which should be returned to the main school office.
2. The person signing the application form (then known as "the Hirer") is responsible for all aspects of the letting.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
4. A signed application does not guarantee the booking will be granted.

5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the letting and an invoice to cover the cost of the letting and any additional returnable deposit required.
6. The hirer should then pay the booking invoice, in full, a minimum of 28 days prior to the date of the letting, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Where deposits are paid, the hirer must ensure that he/she meets the representative of the Governing Body (usually the Site Supervisor) and signs for the conditions of the building on arrival. At the end of the hire period, the hirer is responsible for agreeing and collecting the Site Supervisor's Certificate and Kitchen Certificate (where applicable).
8. The organisation is required to maintain a policy of Public Liability Insurance to a minimum of £5 million in respect of each and every claim, and I shall be required to provide proof of this policy on an annual basis. Please see Guidance on Public Indemnity (Appendix B) for further details.
9. Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. The hirer must not presume that any amendments will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing.

BOOKING TIMES

- 1 There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the letting.
- 2 Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.
- 3 Availability of premise is negotiable. Please contact the school to find out the current hours of access.

CANCELLATIONS

- 1 The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of the letting. However, notification at the earliest possible time is appreciated.
- 2 Where notification is given to the Governing Body at least 4 weeks prior to the date of the letting, the booking charge will be refunded in full apart from the set administration charge. Your custom will be welcomed again at any time in the future.
- 3 Where notification is given to the school between 2-4 weeks prior to the arranged date of the letting, the hirer will be entitled to a 50% refund only.
- 4 Where notification of cancellation is given less than 2 weeks prior to the arranged date of the letting, the hirer will not be entitled to any refund.

- 5 Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note:

- A The above conditions apply for cancellation of total or part of a booking
- B Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

4. COMPLAINTS PROCEDURES

WHAT IF THE SCHOOL HAS A COMPLAINT ABOUT OUR GROUP/ORGANISATION?

If the school has concerns about a let the following procedures will be followed:

- 1 A representative of the Governing Body will verbally raise the concern with the named Hirer.
- 2 The situation will be monitored for two sessions to allow the issues to be addressed.
- 3 If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
- 4 If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

WHAT IF I, AS THE HIRER, HAVE A COMPLAINT ABOUT MY LET OR BOOKING AGREEMENT?

If you as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:

- 1 Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
- 2 If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
- 3 If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened).
- 4 If still unresolved the matter will be taken to the next full Governing Body meeting and the hirer will receive a written response from the Chair of Governors detailing the outcome.

WHAT IF A THIRD PARTY COMPLAINS?

- 1 If the school receive a complaint from a third party the Governing Body will be notified of the complaint.
- 2 The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
- 3 If any further correspondence is received the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

APPEALS PROCEDURE

- 1 If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body
- 2 The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
- 3 The Hirer will be informed of any action and/or decision taken by the Governing Body.
- 4 The Governing Body's decision is final.

APPLICATION FORM FOR THE USE OF SCHOOL PREMISES

This form is to be completed by the person responsible, on behalf of the hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

ACCOMMODATION REQUIRED	TIME		DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
	From	To				
Sports Hall						
Main Hall						
Drama Studio						
Dance Studio						
Spinning Room						
Classrooms						
Total Cost						

Name of Organisation
Nature and object of meeting
Will any copyright material be used?
Estimated number of people to be present
Estimated number of children under 8 years to be present
Any equipment required? Chairs, Tables, OHP etc.

INVOICE SENT	PAYMENT RECEIVED
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Signed _____

Date _____

To the Governing Body of **Mayfield School**

I _____ (please print)

Of _____ (Organisation)

Being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school's letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

I understand that my Organisation is required to maintain a policy of Public Liability Insurance to a minimum of £5 million in respect of each and every claim, and I shall be required to provide proof of this policy on an annual basis.

Signature of Applicant (Mr,Mrs,Ms) _____

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address _____

Telephone No: (Home) _____

(Work) _____ Date _____

